

Pella

Teamsters #238 (Power Plant)

1/1/2005 6/30/2007

AGREEMENT

Between

CITY OF PELLA, IOWA
(Electric Power Utility)

- and -

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, LOCAL NO. 238

Effective
January 1, 2005 through June 30, 2007

INDEX

	<u>Page</u>
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - EMPLOYEE CATEGORIES	1
ARTICLE 3 - SEPARABILITY AND SAVINGS	1
ARTICLE 4 - NON-DISCRIMINATION IN EMPLOYMENT	2
ARTICLE 5 - EMPLOYER RIGHTS	2
ARTICLE 6 - UNION RIGHTS	2
ARTICLE 7 - NO STRIKE - NO LOCKOUT	2
ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION	3
ARTICLE 9 - SENIORITY	5
ARTICLE 10 - PERMANENT PROMOTIONS	7
ARTICLE 11 - UNPAID LEAVE OF ABSENCE	8
ARTICLE 12 - WORK-RELATED INJURY	10
ARTICLE 13 - SICK LEAVE	10
ARTICLE 14 - HOURS OF WORK AND OVERTIME	12
ARTICLE 15 - HOLIDAYS	15
ARTICLE 16 - VACATION	15
ARTICLE 17 - INSURANCE	17
ARTICLE 18 - FUNERAL LEAVE	17
ARTICLE 19 - JURY DUTY	18
ARTICLE 20 - JOINT SAFETY COMMITTEE	18
ARTICLE 21 - DUES CHECK-OFF AND INDEMNIFICATION	18
ARTICLE 22 - DISCIPLINE AND DISCHARGE	18
ARTICLE 23- JOB CLASSIFICATION AND STRAIGHT-TIME HOURLY WAGE RATES	19

ARTICLE 24 - MISCELLANEOUS 20

ARTICLE 25 - WAIVER AND ENTIRE AGREEMENT 20

ARTICLE 26 - DURATION OF AGREEMENT 20

 SIGNATURES..... 21

EXHIBIT A - WAGE SCHEDULES 22 - 26

MEMORANDUM OF UNDERSTANDING 27

MEMORANDUM OF UNDERSTANDING 28

AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2005, by and between the CITY OF PELLA, IOWA, hereinafter referred to as the "Employer," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA and its LOCAL NO. 238, hereinafter called the "Union," represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 - RECOGNITION

1.01 - The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time hourly paid employees of the Municipal Power Department, City of Pella, Iowa, which includes the power plant, linemen and servicemen, as set forth in the Iowa Public Employment Relations Board, Order of Certification Case No. 1065, dated November 23, 1977, which excludes all office clerical employees, supervisors, all employees excluded by Section 4 of the Act, and all other employees of the City.

ARTICLE 2 - EMPLOYEE CATEGORIES

2.01 - Definitions:

- a. Regular Full-Time Employee - scheduled to work the hours in the normal workweek for his/her department the year around on a regular basis.
- b. Regular Part-Time Employee - scheduled to work less than the normal hours in the normal workweek the year around on a regular basis.
- c. Casual Employees - vacation replacements, absentee fill-ins, summer help and all those employees that are not scheduled to work on a regular basis. Casual employees are exempt from the provisions of this Agreement.

ARTICLE 3 - SEPARABILITY AND SAVINGS

3.01 - If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 - NON-DISCRIMINATION IN EMPLOYMENT

4.01 - There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities. The Employer and the Union agree to comply with the provisions of the Americans with Disabilities Act (ADA) and shall make every reasonable effort to accommodate a disabled applicant or employee. The Union agrees that, notwithstanding the terms and conditions of this Agreement, the Employer may take those actions which in the discretion of the City are deemed necessary to comply with the ADA.

4.02 - All references to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5 - EMPLOYER RIGHTS

5.01- Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: Plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

ARTICLE 6 - UNION RIGHTS

6.01 - The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the Employer; however, nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

ARTICLE 7 - NO STRIKE - NO LOCKOUT

7.01 - The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any other employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage or any such related activities as covered in Section 12 of the Act.

7.02 - The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

8.01 - A grievance is defined to be any matter involving an alleged violation of this Agreement by the Employer as a result of which an aggrieved employee maintains that his rights or privileges have been violated by reason of the Employer's interpretation or application of the provisions of this Agreement.

8.02 - A grievance shall not be considered if based upon a condition or event that has not occurred or existed during the five (5) working days immediately prior to the date on which the grievance is first presented. The parties agree that an orderly and expeditious resolution of grievances is desirable. Therefore, the Employer and the Union agree to the following system of presenting and adjusting grievances which must be presented and processed in accord with the following steps, time limits and conditions.

STEP 1 - The aggrieved employee shall discuss the matter with his immediate supervisor. If the grievance is not settled within five (5) working days following this discussion, the grievance shall, within such time, be reduced to writing and submitted to the grievant's immediate supervisor, otherwise it shall be considered withdrawn. The grievance shall be signed and dated by the grievant and shall set forth the nature of the dispute, the adjustment sought and shall refer to the specific provision or provisions of the Agreement alleged to have been violated. Within five (5) working days after receipt of the written grievance, the supervisor shall answer the grievance in writing.

STEP 2 - If no satisfactory settlement is reached in the first step, the grievance may be advanced to the second step provided that a written request therefore is given to the Electric Director or Distribution Superintendent (provided those individuals are different persons than those named in Step 1 above) within five (5) working days following the Step 1 written answer. After the Electric Director or Superintendent receives said answer and appeal, a meeting will be held between the aggrieved employee and the Electric Director or Superintendent within seven (7) workdays. Within ten (10) workdays after this Step 2 meeting, the Electric Director or Superintendent will answer said grievance in writing. If the aggrieved employee elects, a steward may represent the employee at the Step 2 meeting.

STEP 3 - If no satisfactory settlement is reached in the second step, the grievance may be advanced to the third step provided that a written request therefore is given to the Electric Director within five (5) working days following the Step 2 written answer. After the Electric Director receives said answer and appeal, if the grievant and/or Union requests, a meeting will be held between the aggrieved employee and the Electric Director within seven (7) workdays. Within ten (10) workdays after this Step 3 meeting, the Electric Director will answer said grievance in writing. If the aggrieved employee elects, a steward may represent the employee at the Step 3 meeting.

STEP 4 - If the Electric Director's answer in Step 3 does not resolve the grievance, said grievance shall be referred to the City Administrator in writing within five (5) working days following the written answer. After the City Administrator receives said answer and appeal, a meeting will be held between the aggrieved employee, his Union representative, if he

so chooses, and the City Administrator within seven (7) workdays. Within ten (10) working days after this Step 3 meeting, the City Administrator will answer said grievance in writing.

STEP 5 - If the City Administrator's answer in Step 4 does not resolve the grievance, said grievance shall be referred to arbitration upon the request of the Union, provided the referral to arbitration is in writing to the Employer and is made within ten (10) working days after the date of the City Administrator's answer in Step 4.

8.03 - It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other.

8.04 - All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance is not timely answered by the Employer, it may automatically be referred to the next succeeding step in the grievance procedure. The time limits expressed herein may be extended by mutual agreement.

8.05 - After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible, otherwise, by the parties alternately eliminating names from the list, with the moving party striking first. Notwithstanding the above, either party reserves the right to reject one (1) complete panel of arbitrators.

8.06 - After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the case.

8.07 - The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own costs of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of a stenographic reporting of the hearing shall be borne by the party requesting same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

8.08 - All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

8.09 - The foregoing procedure shall govern any claim that an employee has been disciplined without just cause. Grievances involving the disciplinary suspension and/or discharge of an employee shall be in writing and commence at Step 3 of this Section of the Agreement. Notwithstanding that fact, should the employee avail himself of a due process

hearing before the City Administrator, the employee and the Union, at their option, may waive the steps of the grievance procedure and proceed with a timely appeal to arbitration.

8.10 - No employee, Union steward and/or alternate steward shall conduct Union business and/or process a grievance(s) during his work time or the work time of the grievant or other employees without permission of the immediate supervisor.

ARTICLE 9 - SENIORITY

9.01 - Definition. For the purposes of this Agreement, seniority shall be defined as follows:

- a. Bargaining Unit Seniority. Bargaining unit seniority shall mean the period of time which any full-time or regular part-time employee has been continuously employed by the Employer in the bargaining unit.
- b. Classification Seniority. Classification seniority shall mean the period of time which any full-time or regular part-time employee has been continuously assigned in a particular job classification dating from the last date of assignment. There shall be no accumulation of seniority during any unpaid leave of absence in excess of thirty (30) days. When two (2) or more employees have the same date of seniority, their seniority shall be determined by a flip of a coin.

9.02 - Application of Seniority. Where this Agreement calls for the application of seniority, the following factors shall be considered:

- a. Length of continuous service;
- b. Qualifications. Qualifications will be based upon training certification, skill, knowledge, ability, and previous experience on closely related or identical work, physical ability to perform the available work, satisfactory production, quality, attendance, and safety records.

Where, as among employees concerned, qualifications, as defined in factor (b) are equal in the judgment of the City, factor (a) shall govern.

9.03 - Layoff and Recall. In the event of any reduction in the work force, the Employer shall follow the following procedure.

- A. Layoff. In the event the Employer determines a layoff is necessary, said layoff shall proceed within classifications as follows:
 1. Probationary employees shall be removed from the classification, if necessary, laid off, before any employee with seniority rights is affected, providing the remaining employees are able to perform the available work.

2. If further reductions are necessary within the affected classification, as applied consistent with Section 9.02, the employee with the least classification seniority shall be the first to be laid off, provided that the remaining employees are able to perform the available work.
 3. In the event a permanent regular full-time non-probationary employee is scheduled to be laid off in one classification and there exists a vacant position in another classification which the employee has the present ability to perform, bargaining unit seniority shall prevail in assigning such employee scheduled to be laid off to such vacant position.
- B. Regular full-time employees who are laid off may exercise their bargaining unit seniority to displace an employee with less bargaining unit seniority subject to the following criteria:
1. The employee should inform the Employer of the election in writing within forty-eight (48) hours of the time when he receives the notice of layoff.
 2. The employee exercising seniority must have the present ability to perform the available work in the classification which he is electing to fill.
 3. The senior employee electing to fill the position of a less senior employee shall be required to perform all the duties of that classification. If the employee fails to perform in a satisfactory manner, he shall be laid off and the laid off employee will be recalled.
 4. Employees electing to fill the position of an employee with less seniority shall be paid the wage rate for the new classification which is commensurate with their seniority.
- C. Recall. Employees laid off shall be recalled in reverse order of layoff, providing they have the present ability to do the work available. Employees to be recalled after being laid off shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last known address shown on the employee's record. Probationary employees have no recall rights.

9.04 - A new employee shall serve a probationary period not to exceed six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

9.05 - The Union shall be furnished with a seniority list and job classification of all employees covered by this Agreement within thirty (30) days after its execution. Thereafter the Employer agrees to post an updated seniority list every six (6) months.

9.06 - An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- a) Employee quits;
- b) Employee is discharged for proper cause;
- c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence;
- d) Two (2) consecutive days per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that employee was physically unable to give notice;
- e) Failure to report to work at the end of leave of absence;
- f) Failure to advise the City of intent to return to work within three (3) working days after being notified of a recall from layoff when notice of recall is sent by certified mail to employee's last known address, according to City records;
- g) Failure to report to work within five (5) workdays after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to City records;
- h) Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year or the length of the employee's seniority, whichever is shorter;
- i) Employee retires.

9.07 - Employees are required to keep the Employer informed of their current address and phone number and a place where the employee may be contacted during emergency situations.

ARTICLE 10 - PERMANENT PROMOTIONS

10.01 - Promotions within the bargaining unit shall be made on the basis of qualifications, training, skill, ability, physical fitness and seniority. When in the sole judgment of the City all of the other factors are substantially equal, seniority within the bargaining unit shall be the governing factor.

10.02 - The City shall post all permanent positions within the bargaining unit for a period of five (5) days. Employees interested in said position may fill the required application at the City Hall.

10.03 - To be considered qualified for permanent promotion, an employee in the Boiler Tech, Relief Engineer and Operating Engineer job classification shall have successfully completed the required course of study and passed the certification test for the job classification for which he/she is bidding.

An employee who has not completed the required course or passed the certification test may be promoted to a new classification on a temporary/probationary basis. The employee so promoted will remain in probationary status until such time as he has completed the required course or passed the certification test and may be returned to his previous classification at any time. Upon temporary/probationary promotion, an employee's wage shall be established pursuant to Section 23.02 of this Agreement but will remain frozen at that level until such time as the employee has completely qualified for the promotion.

The City agrees that it will first consider existing employees for vacancies and/or permanent promotions prior to seeking employees from outside the bargaining unit.

10.04 - In the event that the Employer does not promote the most senior employee, the Employer shall, should the employee so request, state the reasons for refusing promotion in writing. Decisions relating to promotions shall be subject to the grievance and arbitration procedure contained herein.

10.05 - The Employer may return a promoted employee to his prior job during the first six (6) months on the new job if he does not satisfactorily perform that new job in the opinion of the Employer. An employee who fails to qualify and/or refuses reclassification shall not bid for any other position within the bargaining unit for six (6) months from the date of the return to his/her original job classification.

10.06 - An employee may voluntarily bid downward to a lower paying classification, but the wage rate will be adjusted to the rate of the lower classification and the employee shall be placed at the bottom of the classification seniority list for purposes of seniority within that classification. If the downward move occurs during the 6 month probation period of a promotion to a higher position, pursuant to Section 10.05 above, the classification seniority provisions of this section shall not apply.

ARTICLE 11 - UNPAID LEAVE OF ABSENCE

11.01 - An employee may be granted a leave of absence for up to thirty (30) calendar days without pay by the Employer. Said leave may be extended for like periods of time by the Employer. Request for such leave and the reason(s) for such shall be made in writing to the Electric Director or Distribution Superintendent.

11.02 - An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay or accrue retirement or sick leave during the period of such leave except as otherwise provided by law.

11.03 - Upon return from a leave of absence of thirty (30) calendar days or less, the employee shall return to his former job if physically qualified. If said leave is for over thirty (30) days, the Employer will attempt in good faith to try to place said employee in a comparable job upon his return to work.

11.04 - If a probationary employee is granted any leave of absence, the probationary period will be extended for the length of said leave.

11.05 - Premiums for insurance normally paid by the Employer will be paid by the employee during the approved leave of absence if the employee elects to continue coverage. If the employee has worked over eighty (80) regularly scheduled hours, the insurance normally paid for by the Employer will be paid for said month by the Employer. To maintain insurance coverage during a leave of absence, an employee must pay to the Employer the amount of employee's monthly premium contribution. Payments required by this Section must be made to the Employer prior to the first day of the month for which coverage is sought. Failure to make the required payment will result in the cancellation of the employee's coverage by the Employer.

11.06 - Family and Medical Leave of Absence. Employees who have been employed at least 12 months and for at least 1,250 hours during the preceding 12 month period shall be granted up to 12 weeks of leave for any one or more of the following reasons:

- a. Birth of child.
- b. Placement in adoption or foster care.
- c. To care for a family member with a serious health condition.
- d. Because of a serious health condition of the employee.

11.07 - Family leave for birth or placement may not be taken on an intermittent basis unless agreed to by the employer or employee. Leave involving a serious health condition may be taken as "medically necessary."

11.08 - No more than 12 weeks of leave may be taken in any 12-month period. Leave as to a birth or placement must occur no later than 12 months after the birth or placement. An employee shall be required to submit a request in writing 30 days in advance of a birth, adoption, or planned medical treatment, if possible.

11.09 - An employee is required to use applicable paid leave as part of the employee's family and medical leave as follows:

1. Vacation and sick leave for any portion of the twelve (12) week leave for birth, adoption, foster placement, or to care for a child, spouse, or parent with a serious health condition; and
2. Vacation and sick leave for any portion of the twelve (12) week leave to care for the employee's own serious health condition. Any situations in which the employee uses paid leave because of inability to work due to a condition that qualifies as a serious health condition under this policy will be counted against the 12 week FMLA entitlement.

When all required paid leave is used for any portion of a FMLA leave, the balance of the leave will be without pay.

An employee will be allowed to spread out his/her applicable paid leave over the duration of FMLA leave, if the duration of the leave is specified by the physician and the duration of the leave is four (4) weeks or more.

11.10 - Upon return from leave an employee shall be placed in his old job or an equivalent position. Health benefits shall be maintained for the employee during such leave, provided the employee pays his share of the applicable premium. If an employee should not return to work at the end of the leave period, reimbursement for all insurance premiums paid by the employer shall be required.

11.11 - Employees will be granted military leave in accordance with state (Iowa Code 29A) and federal law (USERRA).

ARTICLE 12 - WORK-RELATED INJURY

12.01 - In the case of injury due to work or incurred while at work, all such injuries must be reported on the same day the injury was sustained to the Power Plant Supervisor or to the Operating Engineer, or to the lead person for Distribution personnel on duty in the event of the absence of the Superintendent and his assistants.

12.02 - An employee who has a work-related injury during working hours and is required to leave the plant or job site for treatment shall return immediately upon being given a full unrestricted release by the treating physician. If the treating physician does not provide the employee with a full, unrestricted release and the employee is unable to return to work, he shall receive his regular straight-time hourly earnings for the remainder of his regularly scheduled shift.

12.03 - In the event an employee is required to return for treatment to a work-related injury at a subsequent time during working hours, he shall, prior to his intended absence, notify his immediate supervisor of the date, time and place of his appointment. Provided the employee returns to work and completes the remainder of his regularly scheduled shift, where required, he shall be compensated for any regular straight-time hours missed.

ARTICLE 13 - SICK LEAVE

13.01 - Only regular full-time employees who have successfully completed their probationary period are eligible for paid sick leave. Sick leave is to be earned at the rate of eight (8) hours for each month of service and shall accrue on the last scheduled workday of that month. To earn said eight (8) hours, an employee must have worked over eighty (80) regularly scheduled hours in said month. The maximum accumulation for sick leave will be eight hundred eighty (880) hours.

Sick leave may be taken as follows:

- a) No sick leave may be taken during the employee's probationary period.

- b) No sick leave may be taken during the first (1st) day of an employee's illness. However, if an employee has accrued forty eight (48) of annual sick leave, or has no absences excused or unexcused, with the exception of holidays, vacation, funeral leave or jury duty for thirty (30) calendar days prior to illness, the employee shall be entitled to take sick leave on the first day of an illness.
- c) An employee who is hospitalized shall be entitled to take sick leave commencing with the first (1st) day of hospitalization.

13.02 - Sick leave will not be used as vacation time and will only be paid at a straight-time rate for days of scheduled work that were missed due to personal illness, injury, or doctor's appointment of the employee or immediate family member. For the purpose of this section, immediate family members shall mean the employee's spouse, children, or parent. In the event that the Employer has reason to believe, because of the nature and frequency of absence, that an employee is abusing the sick leave benefit, the Employer may require written verification of an employee's request for sick leave and/or excused absence. If in the discretion of the Employer the employee's written verification is unsatisfactory, the Employer may require a medical doctor's written statement.

13.03 - An employee who is eligible for workers' compensation may use sick leave for scheduled work days lost during the first three days following the injury or illness. If the employee continues to be eligible for workers' compensation, the employee will be paid at the State of Iowa workers' compensation rate of pay starting on the fourth day of the disability. If the employee is off work for more than fourteen calendar days, the insurance carrier will then pay for the first three days following the illness or injury. If the employee has elected to supplement workers' compensation with accumulated sick leave, the City will then deduct the amount equal to the workers compensation benefit for those first three days from the employee's next regular payroll check. If the employee does not elect to supplement workers' compensation with accumulated sick leave, the City will deduct a full day's pay for those first three days from the employee's next regular payroll check.

An employee may supplement workers' compensation benefits with accumulated sick leave if the employee requests the supplement in writing. After receiving verification of the benefit amount the employee will receive from Workers' Compensation, the City will compensate the employee for the difference between his or her workers' compensation payment and the available sick leave payment. The employee's accumulated sick leave will be reduced accordingly.

13.04 - Employer shall notify employee in writing of accumulated sick leave one (1) time each year.

13.05 - On December 1st of each year, employees have the option of selling back to the City up to 50% of the unused sick leave they have accrued during the previous twelve (12) month period. Only sick leave accrued and unused during the previous twelve (12) months will be eligible for buy-back. Employees who are probationary status on November 30th are not eligible to participate in the buy-back program. Payment for sick leave sold back to the City will be at the employee's regular straight-time hourly rate as of November 30th. On or before November 30th of each year all eligible employees must notify the City of the portion (0 to 50%) of their sick leave they wish to sell back to the City.

13.06 - A regular full-time employee who retires, quits or is discharged from active employment with the City will be paid for accumulated sick leave in cash at the employee's regular straight time hourly rate at the time of separation according to the following schedule:

<u>Years of Service</u>	<u>% of Sick Leave</u>
At least 10 years of continuous service	50%
At least 15 years of continuous service	75%
At least 20 years of continuous service	100%

For employees who do not have at least ten (10) years of continuous service, only sick leave hours accrued since the last City buy-back will be eligible for buy-back (50%) upon resignation, retirement or termination.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 - The purpose of this Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. Nothing contained in this Article shall be construed as a guarantee of regularly scheduled hours of work or overtime hours of work for any or all employees.

14.02 - The normal workweek for all full-time employees will be forty (40) hours per week. The normal workday is eight (8) hours.

14.03 - Distribution Department- Workday/Workweek - The regularly scheduled workday shall be 7:00 a.m. to 3:30 p.m. Monday through Friday. Each employee shall be entitled to a one half (1/2) hour unpaid lunch period. There shall be no modification of the daily and/or weekly work schedule without the approval of the Department Head and/or Superintendent.

14.04 - Rest Period - The City shall provide all full-time employees one (1) fifteen (15) minute rest period during the first half of the normal workday and one (1) fifteen (15) minute rest period during the second half of the normal workday. Rest periods for any and all employees shall be scheduled by the Superintendent in such manner as to minimize disruption or work. Rest periods shall be earned on the basis of one (1) for each four (4) hours which the employee is regularly scheduled to perform work. When an employee is called-in to work in addition to their normal work hours, the City shall provide one fifteen (15) minute paid rest period for four (4) consecutive hours worked. Rest period shall be taken in such a manner as to minimize the disruption of work.

14.05 - Clean-up Time - The City shall provide each full-time maintenance mechanic, boiler tech, coalhandler and electric technician in the Power Plant with a fifteen (15) minute clean-up time. Relief Engineers are eligible for clean-up time if working as one of the classifications listed above. The Relief Engineer is not eligible for clean-up time if working as an Operating Engineer. Said clean-up time shall commence no sooner than fifteen

(15) minutes prior to the end of an employee's regularly scheduled shift. The purpose of said clean-up period is to allow employees adequate time to shower and change clothes prior to leaving the Power Plant facility.

14.06 - Overtime - Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek. Overtime work must be authorized by the supervisor in order to be paid for. Holidays, sick leave and vacation shall count as hours worked for the purpose of computing overtime.

14.07 - Sunday Overtime - Sunday overtime shall be paid at the rate of two (2) times the employee's straight-time hourly rate for Sunday hours worked in excess of regularly scheduled hours. In the Power Plant, this provision shall not apply to those employees who do not have a regular work schedule (i.e., Relief Engineer) or whose regular schedule is altered in advance for Sunday work (i.e., Electric Technician, or Maintenance Mechanic).

14.08 - Overtime Scheduling (Power Plant) - In the event that an insufficient number of employees within a category volunteer, the Employer may assign the least senior qualified employee(s) in that category to perform the work and/or use individuals from outside the bargaining unit to perform the work. If necessary, the Employer may either assign the overtime to an employee outside the bargaining unit or assign the overtime to an employee based on seniority, qualifications and the project involved. This section does not apply to end of shift overtime to finish a job in progress.

Overtime Scheduling (Distribution) - Use of standby personnel for scheduled overtime is at the discretion of the supervisor. In the event that standby personnel are not used and an insufficient number of employees within a category volunteer, the Employer may assign the least senior qualified employee(s) in that category to perform the work and/or use individuals from outside the bargaining unit to perform the work. If necessary, the Employer may either assign the overtime to an employee outside the bargaining unit or assign the overtime to an employee based on seniority, qualifications and the project involved. This section does not apply to end of shift overtime to finish a job in progress.

14.09 - Employees shall not leave the Power Plant facility and/or work station until such time as their replacement has reported for work.

14.10 - Workweek - The workweek shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday.

14.11 - Call-In - When an employee is called for services outside of the normal working hours for his department at a time which is not contiguous with his regularly scheduled work hours, he shall receive a minimum pay of two (2) hours and fifteen (15) minutes. The entire call-in period will be paid at the rate the employee was entitled to at the start of the call-in. For example, if a call-in begins at 11:00 p.m. the employee would be paid time and one-half for the entire period of call-in, even though the call-in period extends into the next work day. Call in does not apply when an employee is called in within 2 1/4 hours of the employee's regular starting time. Any employee called in to work under this Section shall punch in at the beginning of the call-in and punch out when the work is completed. Any employee who fails to comply with this provision shall forfeit all compensation for said call-in.

Any employee called in under this provision may be required by the Employer to perform two (2) hours' work. If an employee's call-in is in excess of six (6) hours and extends to and/or through the normal meal period, the City will provide effected employees with a meal the cost of which will be determined by existing City policy. Overtime work at the Diesel Plant will be offered by seniority.

14.12 - Standby - Qualified Distribution Department employees shall be assigned standby duty on a rotating schedule. There will be two (2) qualified employees assigned to standby each week. Each standby assignment shall be on a one (1) week basis commencing at 7:00 a.m. Tuesday and ending at 6:59 a.m. the following Tuesday. The employee shall receive seven (7) hours pay at the employee's regular straight-time hourly wage for the each standby assignment. Standby compensation shall not be considered hours worked for purposes of overtime compensation.

14.13 - Power Plant Standby - The Electric Technician shall be assigned standby duty every other weekend. Each standby assignment shall be on the basis of one (1) weekend commencing at 4:00 p.m. Friday and ending at 8:00 a.m. the following Monday. For each weekend standby assignment, the employee shall receive three (3) hours pay at the employee's regular straight-time hourly wage rate. Standby compensation shall not be considered hours worked for the purposes of computing overtime compensation.

14.14 - Plant Rebuilding - The Employer shall make a reasonable effort to notify employees thirty (30) calendar days in advance of the date before Spring and Fall plant rebuilding begins. Once plant rebuilding begins, employees may begin scheduling their vacations thirty (30) calendar days thereafter.

14.15 - Pursuant to schedule changes as a result of daylight savings time, the parties agree that those employees required to work one (1) hour less at the beginning of daylight savings time shall have that deducted from their regular pay for that period. Those employees scheduled to work at the end of daylight savings time and required to work one (1) additional hour shall receive one and one-half (1 1/2) times their regular straight-time rate for that time.

14.16 - In interpretation of Section 14.06, 14.07 and 14.08 above, it is agreed that:

- a. The City will not alter the work schedule of any regularly scheduled power plant employee to avoid payment of Sunday overtime.
- b. The City will not temporarily lay off any regularly scheduled power plant employee to avoid payment of Sunday overtime.
- c. The City and Union agree that this section does not apply to alterations of the work schedule of employees regularly assigned in the, Maintenance Mechanic, Relief Engineer, and Electric Technician positions.

ARTICLE 15 - HOLIDAYS

15.01 - Regular full-time employees are eligible for the following ten (10) recognized paid holidays:

Distribution: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and Floating Holiday.

Plant: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Floating Holiday.

The scheduling of floating holidays will be handled in the same manner as vacation scheduling as outlined in Article 16.04. Probationary employees are not eligible to take floating holiday until after completion of probationary period.

15.02 - Said employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on a holiday, failing to do so, unless excused by the Superintendent forfeits holiday pay.

15.03 - To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. If the employee is absent only the last scheduled workday before or the first scheduled workday after the holiday as a result an on-the-job injury, the employee shall be considered as having met these requirements.

The Employer may require such evidence as it deems necessary to establish bona fide absence so as to qualify for holiday pay.

15.04 - An employee on layoff or unpaid leave of absence is not eligible for holiday pay. An employee on paid sick leave or paid vacation qualifies for applicable holiday pay.

15.05 - For the employees in the Distribution Department, and the Maintenance Mechanic and the Electric Technician in the Power Plant a recognized paid holiday occurring on a Saturday shall be observed on the Friday preceding, and a holiday occurring on a Sunday shall be observed on the following Monday. For the remaining employees at the Power Plant a recognized paid holiday shall be observed on the calendar day which it falls or the day designated by the City of Pella.

15.06 - In the event an employee works on a recognized paid holiday, said employee will be paid double time for the hours worked plus straight-time for holiday pay.

ARTICLE 16 - VACATION

16.01 - Regular full-time employees who have completed the required years service shall be eligible for vacation time and pay as follows:

<u>Years of Continuous Service</u>	<u>Hours</u>
6 months of continuous service	- 40 hours
1 year of continuous service	- 40 additional hours
2 years of continuous service	- 80 hours
7 years of continuous service	- 120 hours
15 years of continuous service	- 160 hours
21 years of continuous service	- 168 hours
22 years of continuous service	- 176 hours
23 years of continuous service	- 184 hours
24 years of continuous service	- 192 hours
25 years of continuous service	- 200 hours

16.02 - All vacations must be taken during the twelve (12) month period following the date of accrual (employee's anniversary date). Vacation time and pay cannot be carried over from one year to the next.

16.03 - If a recognized paid holiday falls during an employee's vacation, he shall receive an additional eight (8) hours paid vacation.

16.04 - Each year on or before March 1, employees will make vacation requests to the Superintendent for the vacation period. The Superintendent will schedule vacations in keeping with seniority and the everyday operating needs of the Employer. After March 1, employees wishing to schedule a vacation shall make application and receive approval one (1) week prior to the date when said vacation is to commence. The time limits provided herein may be waived at the sole discretion of the Employer. There shall be no bumping of vacation selections. Holidays, including floating holidays, or day off in lieu of a holiday does not take precedence over scheduled vacation.

16.05 - Upon resignation or termination from employment with the Employer, an employee shall be paid for all unused earned vacation leave as of the employee's last anniversary date. However, where the employee fails to provide the Employer two (2) calendar weeks' advance notice in writing to his Department head and City Hall of a voluntary termination, shall forfeit said leave. For purposes of this Section, an active employee's termination date shall be the last day upon which the employee actually performs work for the Employer. To be eligible to receive accrued vacation pay, an employee on an approved leave of absence must notify the City Hall in writing of their voluntary resignation. The employee's resignation shall become effective upon the date received by the Employer.

16.06 - Vacation pay will be at the employee's normal pay for the week for which he would have been regularly scheduled to work.

16.07 - After 1 year of continuous service, employees who work at least fourteen hundred (1400) hours but less than sixteen hundred (1600) hours will receive pro-rated vacation based on the number of hours worked in the employee's anniversary year. An employee who works sixteen hundred (1600) hours or more will receive his/her full vacation. An employee who works less than fourteen hundred (1400) hours in an anniversary year will not earn vacation.

16.08 - Vacation earned can be taken eight (8) hours at a time with three (3) days' prior notice and approval of the Employer. Said approval shall not be unreasonably denied. The time limit provided herein may be waived at the sole discretion of the Employer. Day shift employees working Monday through Friday will be allowed to use vacation in one (1) hour increments providing a relief person is on site.

ARTICLE 17 - INSURANCE

17.01 - Group Health Insurance - The employee will pay ten percent (10%) of the total monthly premium cost for single coverage and ten percent (10%) of family coverage as elected by the employee. The employee's share of the premium shall be paid by means of payroll deduction.

17.02 - During the duration of this Agreement, the Employer retains the right to select the insurance carrier(s). The Employer agrees to maintain substantially comparable benefit levels and coverage as was in effect on the effective date of this Agreement. However, employees will be responsible for the same deductible and out-of-pocket maximum costs as non-bargaining unit employees.

17.03 - Life and Disability Insurance - The Employer agrees to provide to all regular full-time employees life and disability insurance coverage consistent with the policy currently in effect in the City of Pella, Iowa. The Employer shall bear the full premium cost for said insurance.

ARTICLE 18 - FUNERAL LEAVE

18.01 - A regular full-time employee, after the completion of the probationary period, may be granted a paid leave of absence for a death in the employee's immediate family according to the following:

A maximum of twenty-four (24) hours paid leave of absence for the death of the employee's spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild or step-child. A maximum of eight (8) hours paid leave, which must be the day of the funeral, for the death of the employee's aunt, uncle, niece and nephew.

18.02 - Only scheduled workdays missed will be paid for at the rate of eight (8) hours times the employee's straight-time hourly rate, excluding any premium rate. To qualify for pay the employee must attend the funeral. No payment will be made during vacations, holiday, layoffs or leaves of absence.

18.03 - In addition, an employee may be granted an additional sixteen (16) hours unpaid leave of absence to attend the funeral of an employee's spouse, child or parent.

18.04 - In no event shall the paid funeral leave extend more than one (1) workday after the day of the funeral.

ARTICLE 19 - JURY DUTY

19.01 - Any regular full-time employee who is selected for jury duty shall receive a paid leave of absence for the time he/she spends on such duty away from his/her scheduled work. Eight (8) hours per day maximum pay will be allowed if such employee will pay to the Employer an amount equal to the salary or fee, excluding mileage, that he/she received for such jury duty. An employee who is released from jury duty prior to the end of the employee's scheduled workday shall immediately notify the Employer and shall report to work if so requested.

ARTICLE 20 - JOINT SAFETY COMMITTEE

20.01 - The City will allow up to \$300.00 per year (January 1, 2005-July 1, 2006) for safety shoes and clothing per employee to be spent in accordance with the City's Electric Department apparel policy.

Effective July 1, 2006, the City will allow up to \$325.00 per fiscal year for safety shoes and clothing per employee to be spent in accordance with the City's Electric Department apparel policy.

ARTICLE 21 - DUES CHECK-OFF AND INDEMNIFICATION

21.01 - Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time in accordance with state law, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her first pay period of the month and remit to the official designated by the Union in writing to receive such deductions after the second monthly meeting of the City Council. In the event the employee's pay has an insufficient amount to allow dues deduction, the Employer shall not be responsible for the deduction of any Union dues for that month. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

21.02 - The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 22 - DISCIPLINE AND DISCHARGE

22.01 - Employees shall comply with all reasonable work rules. The City retains the right to determine and enforce reasonable rules and regulations and the right to make reasonable changes in such rules and regulations and to enforce such changes. Said rules and regulations shall be in writing and shall be posted on the Employer's premises at a designated location where they shall be visible to all employees. A copy of said rules and regulations, and any changes thereof, shall be sent to the Union.

22.02 - Disciplinary penalties may take the form of verbal warnings, written reprimands, demotions, suspensions or discharge from employment. The following guidelines shall be followed:

- 1) Every type of disciplinary action taken against an employee shall be based on just cause and administered in a fair and impartial manner.
- 2) In determining the penalty to be imposed, the Employer shall consider the severity and gravity of the offense and the employee's work record, including length of service and disciplinary records.
- 3) Discipline issued for minor infractions will be removed from the employee's file nine (9) months after the date of the discipline provided no discipline had been issued during the previous nine (9) months.

Discipline issued for major infractions will be removed from the employee's file twelve (12) months after the date of the discipline provided no discipline had been issued during the previous twelve (12) months.
- 4) Disciplinary action must be based on the preponderance of the evidence.

22.03 - Any employee who has been suspended or discharged will be given an opportunity to contact a Union steward prior to leaving the Employer's premises. Said contact shall take place during the steward's non-working time or be conducted in a manner which will not disrupt other employees or the Employer's work.

22.04 - An employee who receives a written reprimand, and/or is demoted, suspended or discharged, shall receive a written statement of the reasons for disciplinary action, a copy of which shall be given to the steward and sent to the Local Union. In addition, the disciplined employee, steward and Local Union shall receive a three (3) day prior notice of any hearing involving a discipline case.

ARTICLE 23 - JOB CLASSIFICATION AND STRAIGHT-TIME HOURLY WAGE RATES

23.01 - Reference is made here to Exhibit "A," Job Classification and Straight-Time Hourly Wage Rates. By this reference said Exhibit becomes a part of this Agreement.

23.02 - Wage Placement Upon Promotion - An employee who is promoted to a higher job classification shall be placed on the first wage increment in the new classification which will result in a wage increase. Thereafter, the employee shall continue to move on the wage scale as indicated.

23.03 - An employee who is involuntarily assigned to perform work in a lower wage rated job classification shall be paid the wage rate for their normally assigned job classification. An employee who voluntarily transfers to a lower rated position shall be paid the wage rate for the lower rated job classification upon reassignment. For the purposes of training, the Employer may assign an employee to perform work in a higher rated job classification for up to fifteen (15) consecutive work days without any change in wage rate.

Said assignments may be made for an unlimited number of times during the year, but the Employer will not use said assignment to avoid a permanent promotion.

23.04 - Payday - Employees scheduled to work from 12:00 midnight to 8:00 a.m. Friday and those employees who are not scheduled to work on Friday shall receive their paychecks at 8:00 a.m. on Friday or anytime thereafter. Employees scheduled to work second (2nd) or third (3rd) shift Friday will be paid at 12:00 noon Friday or anytime thereafter.

ARTICLE 24 - MISCELLANEOUS

24.01 - The Employer agrees to provide work gloves that meet the City's safety standards for the employees in the Power Plant. In the event an employee's work gloves wear out, the employee shall turn in the old gloves prior to the issuance of a new pair of gloves.

ARTICLE 25 - WAIVER AND ENTIRE AGREEMENT

25.01 - The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiably waives the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation by either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement, and such expression is all-inclusive. Any benefit existing prior to this Agreement is negated unless specifically incorporated in this Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 - This Agreement shall be effective from January 1, 2005, and shall continue to remain in full force and effect until its expiration on June 30, 2007.

26.02 - During the life of this Agreement neither the Employer nor the Union will be required to negotiate on any further matter affecting this Agreement or any other subject not specifically set forth in this Agreement.

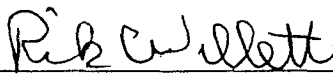
26.03 - Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party no later than September 15, 2006. This Agreement will remain in effect from year to year after the expiration if written notice is not otherwise received.

Dated this 2nd day of March, 2008


CITY OF PELLA
PELLA, IOWA

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA LOCAL 238

By: 
Mayor

By: 
Union Representative

By: 
City Administrator

By: 
Employee Representative

By: 
Employee Representative

EXHIBIT A
JOB CLASSIFICATION AND STRAIGHT-TIME HOURLY WAGE RATES

Effective **January 1, 2005**, the straight-time hourly wage rate in all classifications and progressions shall be:

	<u>Start</u>	<u>After Probation (6 Months)</u>	<u>After 18 Months</u>	<u>After 24 Months</u>
<u>PRODUCTION</u>				
Electric Technician	21.94	23.41	24.64	--
Maintenance Mechanic	17.77	18.57	19.41	20.24
Operating Engineer	17.77	18.57	19.41	20.24
Relief Engineer	17.77	18.40	18.85	19.20
Boiler Technician	16.84	17.11	17.41	17.97
Coalhandler	13.71	13.83	14.09	14.37
<u>DISTRIBUTION</u>				
Utility Locator	15.12	15.86	16.59	17.31
Journey Lineperson	--	--	--	23.12
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
*Apprentice	15.03	17.34	19.65	21.96

LEADPERSONS - The City, in it's sole discretion, reserves the right to designate an individual within the Distribution Department who shall be assigned Senior Leadperson duties and responsibilities. An employee assigned to the Senior Leadperson responsibilities shall receive \$0.70 per hour in addition to their regular straight time hourly rate.

The City, in it's sole discretion, reserves the right to designate additional individuals from time to time within the Distribution Department to perform leadperson duties and responsibilities. An employee assigned to additional leadperson responsibilities shall receive \$0.50 per hour in addition to their regular straight time hourly rate for all hours actually worked as a leadperson.

NIGHT DIFFERENTIAL - Employees working the 2nd or 3rd shift will be paid 20 cents per hour.

*see page 26, Apprentice Compensation

EXHIBIT A
JOB CLASSIFICATION AND STRAIGHT-TIME HOURLY WAGE RATES

Effective **July 1, 2005**, the straight-time hourly wage rate in all classifications and progressions shall be:

	<u>Start</u>	<u>After Probation (6 Months)</u>	<u>After 18 Months</u>	<u>After 24 Months</u>
<u>PRODUCTION</u>				
Electric Technician	22.24	23.71	24.94	--
Maintenance Mechanic	18.07	18.87	19.71	20.54
Operating Engineer	18.07	18.87	19.71	20.54
Relief Engineer	18.07	18.70	19.15	19.50
Boiler Technician	17.14	17.41	17.71	18.27
Coalhandler	14.01	14.13	14.39	14.67
<u>DISTRIBUTION</u>				
Utility Locator	15.42	16.16	16.89	17.61
Journey Lineperson	--	--	--	23.42
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
*Apprentice	15.22	17.57	19.91	22.25

LEADPERSONS - The City, in it's sole discretion, reserves the right to designate an individual within the Distribution Department who shall be assigned Senior Leadperson duties and responsibilities. An employee assigned to the Senior Leadperson responsibilities shall receive \$0.70 per hour in addition to their regular straight time hourly rate. The City, in it's sole discretion, reserves the right to designate additional individuals from time to time within the Distribution Department to perform leadperson duties and responsibilities. An employee assigned to additional leadperson responsibilities shall receive \$0.50 per hour in addition to their regular straight time hourly rate for all hours actually worked as a leadperson.

NIGHT DIFFERENTIAL - Employees working the 2nd or 3rd shift will be paid 30 cents per hour.

*see page 26, Apprentice Compensation

EXHIBIT A
JOB CLASSIFICATION AND STRAIGHT-TIME HOURLY WAGE RATES

Effective **January 1, 2006**, the straight-time hourly wage rate in all classifications and progressions shall be:

	<u>Start</u>	<u>After Probation (6 Months)</u>	<u>After 18 Months</u>	<u>After 24 Months</u>
<u>PRODUCTION</u>				
Electric Technician	22.44	23.91	25.14	--
Maintenance Mechanic	18.27	19.07	19.91	20.74
Operating Engineer	18.27	19.07	19.91	20.74
Relief Engineer	18.27	18.90	19.35	19.70
Boiler Technician	17.34	17.61	17.91	18.47
Coalhandler	14.21	14.33	14.59	14.87
<u>DISTRIBUTION</u>				
Utility Locator	15.62	16.36	17.09	17.81
Journey Lineperson	--	--	--	23.62
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
* Apprentice	15.35	17.72	20.08	22.44

LEADPERSONS - The City, in it's sole discretion, reserves the right to designate an individual within the Distribution Department who shall be assigned Senior Leadperson duties and responsibilities. An employee assigned to the Senior Leadperson responsibilities shall receive \$0.70 per hour in addition to their regular straight time hourly rate. The City, in it's sole discretion, reserves the right to designate additional individuals from time to time within the Distribution Department to perform leadperson duties and responsibilities. An employee assigned to additional leadperson responsibilities shall receive \$0.50 per hour in addition to their regular straight time hourly rate for all hours actually worked as a leadperson.

NIGHT DIFFERENTIAL - Employees working the 2nd or 3rd shift will be paid 30 cents per hour.

*see page 26, Apprentice Compensation

EXHIBIT A
JOB CLASSIFICATION AND STRAIGHT-TIME HOURLY WAGE RATES

Effective July 1, 2006, the straight-time hourly wage rate in all classifications and progressions shall be:

	<u>Start</u>	<u>After Probation (6 Months)</u>	<u>After 18 Months</u>	<u>After 24 Months</u>
<u>PRODUCTION</u>				
Electric Technician	22.84	24.31	25.54	--
Maintenance Mechanic	18.67	19.47	20.31	21.14
Operating Engineer	18.67	19.47	20.31	21.14
Relief Engineer	18.67	19.30	19.75	20.10
Boiler Technician	17.74	18.01	18.31	18.87
Coalhandler	14.61	14.73	14.99	15.27
<u>DISTRIBUTION</u>				
Utility Locator	16.02	16.76	17.49	18.21
Journey Lineperson	--	--	--	24.02
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
*Apprentice	15.61	18.02	20.42	22.82

LEADPERSONS - The City, in it's sole discretion, reserves the right to designate an individual within the Distribution Department who shall be assigned Senior Leadperson duties and responsibilities. An employee assigned to the Senior Leadperson responsibilities shall receive \$0.70 per hour in addition to their regular straight time hourly rate.

The City, in it's sole discretion, reserves the right to designate additional individuals from time to time within the Distribution Department to perform leadperson duties and responsibilities. An employee assigned to additional leadperson responsibilities shall receive \$0.50 per hour in addition to their regular straight time hourly rate for all hours actually worked as a leadperson.

NIGHT DIFFERENTIAL - Employees working the 2nd or 3rd shift will be paid 40 cents per hour.

*see page 26, Apprentice Compensation

APPRENTICE COMPENSATION

An Apprentice shall be paid for each hour spent on the job at the following schedule of wages based upon a percentage of the prevailing Journeyperson wage rate. For the Apprentice to advance to the next compensation step, they need to pass an evaluation by the Distribution Superintendent, receive approval of the City, complete 1,500 hours of on-the-job training (OJT) and successfully complete 144 hours of related instruction.

1st 1,500 hrs. of OJT & 144 hrs. of related instruction 65% of Journeyperson rate

2nd 1,500 hrs. of OJT & 144 hrs. of related instruction 75% of Journeyperson rate

3rd 1,500 hrs. of OJT & 144 hrs. of related instruction 85% of Journeyperson rate

4th 1,500 hrs. of OJT & 144 hrs. of related instruction 95% of Journeyperson rate

For any newly hired employee who has previously attained journeyperson status, the probationary wage rate for the first six (6) months of continuous employment shall be ninety percent (90%) of the journeyperson wage rate.

MEMORANDUM OF UNDERSTANDING

- A. The City shall provide an education and training program consistent with the following criteria:
1. The participation in the Electric Power Utility's Education and Training Program shall be voluntary upon the part of any employee.
 2. The Electric Power Utility will develop and maintain a library of technical job-related training manuals for employee use prior to classification testing.
 3. The City will reimburse employees for attendance at job-related schools and/or training sessions in the manner previously established by the City, provided the employee satisfies conditions, including, but not limited to, prior approval for attendance, attendance at all required sessions unless excused, and satisfactory completion of all course requirements. The City will allow employees to exchange scheduled hours as long as said exchange does not entail any additional overtime compensation.
 4. The City will pay to any operator who completes the required study and is certified by the National Association of Power Engineers, or receives either a City of Des Moines First Class Boiler or First Class Stationary Engineer license and/or certification, a one-time bonus payment of five hundred dollars (\$500.00).
 5. An employee who completes the required study and passes the City's certification test for his current job classification will receive a one-time lump sum bonus payment of one hundred dollars (\$100.00).
 6. An employee who completes the required study and passes the City's certification test for a job classification into which the employee would be eligible for promotion will receive a one-time lump sum bonus payment of two hundred dollars (\$200.00).

Dated this 20th day of March, 2004⁵

CITY OF PELLA
PELLA, IOWA

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA LOCAL 238

By: [Signature]
Mayor

By: [Signature]
Union Representative

By: [Signature]
City Administrator

By: [Signature]
Employee Representative

By: [Signature]
Employee Representative

By: [Signature]
Principal Officer

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** made and entered into by and between **CITY OF PELLA, IOWA** and **TEAMSTERS LOCAL UNION NO. 238**. The City and the Union agree to the following conditions which shall apply to the implementation and operation of an apprenticeship program for linepersons in the City's Electric Power Utility Distribution Department.

Standards of Apprenticeship

The following conditions shall apply to all persons hired by the City of Pella in the Electric Utility Distribution Department.

1. It shall be the function of the Local Apprenticeship Committee to evaluate applicants. The selection of candidates for the lineperson apprenticeship program shall be in the sole discretion of the City.
2. Unless otherwise specified by the City, all individuals hired by the Electric Utility Distribution Department shall be enrolled in the lineperson apprenticeship program.
3. Probationary Period - The first six (6) months (approximately 1,000 hours) of continuous employment for the Apprentices, after indenture (execution of the Apprenticeship Agreement), shall be a probationary period. During the probationary period, the Apprenticeship Agreement may be canceled and the Apprentice's employment with the City terminated at the sole discretion of the City.
4. Termination of Employment - Upon proper notice to the City, an Apprentice may cancel his Apprenticeship Agreement and his employment with the City. After the successful completion of the probationary period, the Apprenticeship Agreement and the Apprentice's employment with the City may be terminated for just cause. For the purpose of this understanding "just cause" shall be synonymous with "due cause" as utilized in the Standards of Apprenticeship and shall include, but not limited to, infractions of Local Apprenticeship Committee rules, violations of City attendance and/or work rules, unacceptable work performance and/or failure to meet the required standards of proficiency as set forth in the Standards of Apprenticeship. In all instances, cancellation of the Apprenticeship Agreement will automatically terminate the employee's employment with the City. Employment is contingent upon employee successfully completing 1500 hours of OJT and 144 hours of related instruction each year.
5. Existing Employees/Other Departments - City employees from other departments either in or outside the Electric Utility bargaining unit who apply and are accepted in the lineperson apprenticeship program, have no right to return to their prior position or to any continued employment of any nature with the City of Pella if for any reason their Apprenticeship Agreement is canceled.
6. Seniority - Upon successful completion of the probationary period, the Apprentice shall commence the accrual of seniority for purposes of sick leave use and vacation

preference. An apprentice shall not accrue seniority for purposes of layoff during the duration of his apprenticeship. Upon the completion of his apprenticeship, the employee's seniority for purposes of layoff shall relate back to his date of indenture. With the exception of existing employees as outlined above, in the Electric Utility Distribution Department, the order of layoff shall be as follows:

- Temporary employees
- Seasonal employees
- Apprentices
- Journeypersons

It is understood that no journeyperson with seniority rights will be laid off while apprentices continued to perform work.


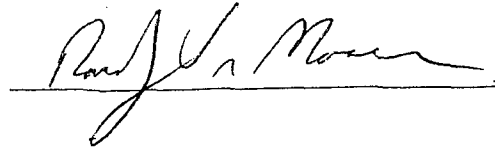
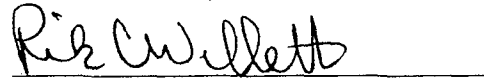
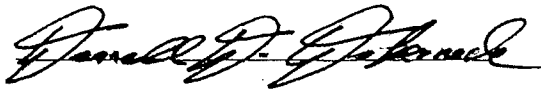
7. Seniority Existing Employees/Other Department - Existing City employees either from in or outside the Electric Utility bargaining unit shall, after the successful completion of the apprentice lineperson probationary period have their total seniority accrued while in the continuous employ of the City restored for the purposes of sick leave and vacation accrual. For the purposes of layoff, said employee's seniority shall relate back to the date of indenture upon the successful completion of his apprenticeship.
8. Compensation - Apprentices will be compensated according to the wage progression established in the Standards of Apprenticeship. The wage rates provided for in the progression shall be the result of various percentages of the existing journeyperson rate. The existing journeyperson rate shall be created through negotiations between the City and the Union. The current journeyperson rate shall be the "After 24 Months" Lineperson wage in the applicable collective bargaining agreement. Upon the recommendation of the Local Apprenticeship Committee, placement on the wage progression based on prior experience and/or education shall be at the discretion of the City. For new hires who have previously attained journeyperson status, the probationary wage rate for the first six (6) months of continuous employment by the City shall be ninety percent (90%) of the appropriate journeyperson rate.
9. Complaints/Grievances - Complaints by apprentices concerning the application and the interpretation of the collective bargaining agreement and/or the application or impact of the Standards of Apprenticeship and the collective bargaining agreement shall be resolved under the grievance and arbitration procedure established in Article 8 of the collective bargaining agreement. Complaints which deal only with the application and interpretation of the Standards of Apprenticeship shall be resolved under the provision of Section XXIV - Resolving Differences in said Standards. An apprentice who elects to proceed under the terms of the grievance and arbitration procedure in the contract shall be precluded from proceeding under the Standards of Apprenticeship. An apprentice who elects to proceed under the Standards of Apprenticeship shall be precluded from proceeding under the grievance and arbitration procedure in the collective bargaining agreement.

Any and all other matters concerning the employment, training and evaluation will be administered under the provisions of either the applicable collective bargaining agreement and/or the Standards of Apprenticeship.

Dated this 1st day of March, 2004⁵

CITY OF PELLA

TEAMSTERS LOCAL UNION NO. 238

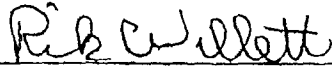

Principal Officer

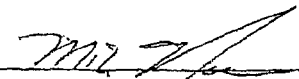
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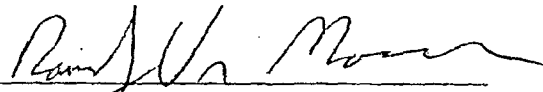
CITY OF PELLA
PELLA, IOWA

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA LOCAL 238


By: 
Mayor

By: 
Union Representative

By: 
City Administrator

By: 
Employee Representative

By: 
Employee Representative

By: 
Principal Officer, Local 238